



PETSMART
Charities
GRANT AGREEMENT

This Grant Agreement (this “Grant Agreement”) is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“Code”), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 (“Charities”), and Williamson County, whose address is 710 S Main St, Georgetown, TX 78626-5703, (“Grantee”). The effective date of this Grant Agreement is upon execution and delivery by both parties, as indicated below.

Section 1 – Grant Purpose and Terms:

“Grant Funds”	\$75,000.00
“Grant Purpose”	The Grant Funds in the amount of \$75,000 over 12 months will be used to support activities related to preparing animals for adoption. Grant Funds to be used for expenses related to but not limited to veterinary care, staffing, sheltering, supplies, marketing and technology. A minimum of 3500 of total pets to be impacted during the Grant Period.
Distribution Schedule of Grant Funds	Single payment
“Grant Period”	Upon execution through 01/18/2025
“Grant Conditions”	If Grantee wishes to request an extension or amendment to utilize anticipated unspent Grant Funds, the request must be submitted in writing via email to the grant’s PetSmart Charities Relationship Manager for approval a minimum of 30 days prior to end of the Grant Period. The request must outline progress to date including rationale for extension, funds expended and remaining, potential usage and timeline for use. Only one extension per grant may be approved and PetSmart Charities reserves the right to consider Grantee ineligible for additional grant funding during an extension. However; organizations that are PetSmart Charities Adoption Partners may continue to accrue Adoption Rewards. The Grantee acknowledges that future operational funding for Grantee and its programs is not guaranteed beyond the date of the Grant Period.
“Impact Report(s)”	Storytelling Report 08/18/2024 Storytelling Report 02/18/2025 Interim Report 08/18/2024 Final Report 02/18/2025
“Grant Acknowledgement”	For PetSmart Charities grants issued in amounts between \$20,000 and \$99,000, Grantee is required to leverage the following materials: <ul style="list-style-type: none"> Distribute press release (a template will be provided) with a quote from a PetSmart Charities spokesperson announcing the recent grant and its purpose to local media outlets. Please e-mail PublicRelations@petsmartcharities.org for approval. Please also post press release on your organization’s web site.

	<ul style="list-style-type: none"> • Add a PetSmart Charities digital badge to Grantee’s donor page, linking back to www.petsmartcharities.org. • Should you require assistance or to confirm completion of these recognition requests, please email: petsmartcharitiesmarketing@petsmartcharities.org • Include the PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, initiative or program. All logo use must be approved by PetSmart Charities via email to petsmartcharitiesmarketing@petsmartcharities.org • Share announcement news and impact stories about your grant on social media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channels so we can engage with your posts. • Grantee is expected to share stories and visual assets (photos/video) showing the impact of your grant with the marketing and PR teams at PetSmart Charities via email: petsmartcharitiesmarketing@petsmartcharities.org <p>Grantee is required to complete all of the above activities.</p> <p>Link to templated materials, including a press release, digital badge, door cling and social media templates: https://petsmartcharities.org/pro/resources/marketing-support</p> <p>All press releases and marketing materials that incorporate PetSmart Charities’ logo need to be approved via email by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail PublicRelations@petsmartcharities.org. For all Marketing approvals, including but not limited to signage, please e-mail PetSmartCharitiesMarketing@petsmartcharities.org. Please allow 5-10 business days for approvals.</p>
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Section 2 – Terms and Conditions

- A. Use of Grant. Grantee agrees that it will not use, and will not allow any of its employees, contractors, volunteers, agents or representatives to use, any funds provided under this Grant Agreement for any lobbying or political activities, any purpose not permitted in Section 501(c)(3) of the Code, or any purpose other than the Grant Purpose during the Grant Period and subject to any Grant Conditions. If the Grant Funds include any in-kind product, Grantee may be required to execute Charities’ Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement. If Grantee has previously received any form of grant from Charities, this Grant Agreement is contingent upon successful performance by Grantee under that agreement. If the Grant Funds include the any services or products, such support may be provided directly by Charities or indirectly through a subsidiary, contractor, representative or agent of Charities and Grantee will participate in any specified program, technical assistance, or training within the guidelines, procedures and timelines defined by Charities or its authorized representative.
- B. Acknowledgment of Grant. Grantee will publicly acknowledge this Grant as required by the Grant Acknowledgment. Before making such acknowledgement, however, Grantee will obtain prior written

approval from Charities (including details such as graphics, layout, copy, media, etc.). Grantee will provide Charities a reasonable amount of time for such review and approval.

- C. Unspent Funds; Failure of Grant Purpose or Conditions. If any Grant Funds are not spent at the expiry or sooner termination of the Grant Period, such unspent funds must be returned to Charities within thirty (30) days following such expiry or termination. Additionally, if Grantee is unable or unwilling at any time during the Grant Period to comply with the Grant Purpose or the Grant Conditions, Grantee will immediately notify Charities.
- D. Modifications to Grant. Any modifications to this Grant Agreement must be in writing and signed by both parties, except the following modifications may be made without a formal amendment if a written request is submitted by Grantee in writing (e-mail is acceptable if acknowledged by the recipient) and approved in writing (including e-mail) by Charities in its sole discretion:
1. Minor adjustments to the Grant Purpose or Grant Conditions that do not materially affect the original intent of the Grant; or
 2. Change or extend the Grant Period.
- E. Reporting. Grantee is required to submit the Impact Report(s) to Charities, along with information that indicates how the Grant Funds were spent and such other information as may be reasonably requested by Charities.
- F. Early Termination by the Parties. At any time prior to the end of the Grant Period, either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party.
- G. Early Termination by Charities. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines in its sole discretion that:
1. Grantee has not complied with the Grant Purpose or Grant Conditions;
 2. Grantee is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable or otherwise inappropriate;
 3. Grantee ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding;
 4. Any representation made by Grantee was not accurate when made or it becomes inaccurate at any time during the Grant Period;
 5. Charities finds the results of any audit or inquiry regarding Grantee to be unacceptable;
 6. Grantee (or any person or organization linked to or with Grantee) becomes disreputable or is the subject of negative media attention, including social media; or
 7. Grantee has not complied with the requirements of any other agreement Grantee has with Charities.
- H. Effect of Termination. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds as provided above, and all rights and obligations of the parties will cease, except for any rights and obligations that by their terms survive the expiry or termination of this Grant Agreement.
- I. Additional Actions by Charities. If Charities terminates this Grant Agreement as set forth in Section 2(G) above, or if anytime either during the Grant Period or for two (2) years thereafter, Charities determines in its sole and absolute discretion that the Grant Purpose was not fulfilled or that the Grant Conditions were not satisfied, Charities may (without limiting its other rights or remedies hereunder or at law):

1. Withhold any pending or future payments of Grant funds; or
2. Require Grantee to provide a full refund to Charities of all previously provided Grant Funds.

J. License to Grantee. In addition and subject to Section 2(B) above, Charities may provide a paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Charities' name and logo ("Marks"), and Grantee will provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Any materials that include the Marks (or other intellectual property) of Charities, including, but not limited to, any information to be transmitted in electronic or digital format (including e-mail, social media platforms or websites), must be approved by Charities for quality control purposes prior to any printing, distribution, publication or other use (even if such use is the same as or similar to prior approved uses). The Marks may only be used in the exact form, style, font and colors as required by Charities, and Charities may dictate the copyright, trade or service mark indicia that must accompany each use of a Mark. Grantee will endeavor to provide Charities with at least ten (10) business days to review a proposed use of the Marks, and each submission of such proposed use will include the full context (e.g., media, platform, accompanying collateral or materials, etc.) associated with such use. Grantee will not use any Marks without Charities' written approval nor will the Marks be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed. Charities may immediately terminate this license if Charities, in its sole and absolute discretion, determines Grantee's use of the Marks to be unacceptable.

K. License to Charities. During the Grant Period, Charities has the paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo ("Grantee's Marks"). Grantee's Marks will not be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed. Charities' use of Grantee's Marks will be limited to use in furtherance of Charities' mission.

Section 3 – Grantee's Representations. As of the date of this Grant Agreement and at all times during the Grant Period, Grantee represents to Charities that:

- A. Grantee is either: an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that it will use Grant Funds for exclusively public purposes.
- B. Grantee holds and maintains all licenses, permits and registrations necessary or appropriate for its lawful operation and fulfillment of the Grant Purpose and satisfaction of the Grant Conditions.
- C. Grantee is and will remain in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Grantee is subject.
- D. Grantee is not on any United States federal terrorism "watch list" and all Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
- E. Grantee agrees that all statements made by Grantee in any application and ancillary materials are true and accurate in all material respects. Grantee agrees to notify Charities promptly in writing of any change regarding the ongoing truthfulness and accuracy of such statements during the Grant Period.

Section 4 – Miscellaneous Provisions.

- A. Confidentiality. The parties agree that the terms of this Grant Agreement, except with respect to the Grant Funds, Grant Purpose, Grant Period, and any required Grant Acknowledgement, shall be confidential (“Confidential Information”). The parties agree that, unless otherwise set forth in this Grant Agreement, required by law, or pursuant to the written consent of the other, the parties shall not make each other’s Confidential Information available in any form to any third party for any purpose, except to its own directors, managers, officers, employees, representatives, legal and financial advisors, accountants, subcontractors, and other agents (collectively “Representatives”) having a “need to know” and who have agreed to be bound by confidentiality obligations no less restrictive than those under this Grant Agreement. Each receiving party agrees to take all reasonable steps required to ensure that Confidential Information is secure and not disclosed, shall be responsible for any breach of this Grant Agreement by any of its Representatives, and, at its sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. The Grantee is a government entity under the laws of the State of Texas and all documents held or maintained by Grantee are subject to disclosure under the Texas Public Information Act. In the event there is a request for Confidential Information, the Grantee shall promptly notify Charities. It will be the responsibility of Charities to submit reasons objecting to disclosure to the Office of the Attorney General of the State of Texas. A determination on whether such reasons are sufficient will not be decided by the Grantee, but by the Office of the Attorney General of the State of Texas, or by a court of competent jurisdiction.
- B. Maintenance of Records and Audit. Grantee agrees to maintain adequate books and records and other financial documents appropriate for its organization related to this Grant Agreement (collectively, “Records”). Grantee will maintain the Records in a manner that Charities (or its designee) may readily determine that all Grant Funds were used exclusively for the Grant Purpose. During the Grant Period and for two (2) years thereafter, Charities or its designee may inspect and audit the Records to determine Grantee’s compliance with this Grant Agreement upon at least ten (10) business days prior notice and during normal business hours. Grantee will provide Charities (or its designee) with unfettered access to the Records and will fully cooperate with such inspection or audit. During any such audit or review, Charities may, in its sole discretion, withhold any Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designee to make inquiries and discuss with, or request documentation from, third parties about Grantee related to Grantee’s performance under this Grant Agreement.
- C. Regulatory Compliance Cooperation. Grantee will fully cooperate with Charities and provide Charities with any requested information or documentation related to this Grant Agreement reasonably required by Charities to demonstrate compliance with the requirements of any governmental agency.
- D. Independent Entities. Nothing in this Grant Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. The parties agree each party is an independent entity and will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives and during and after the term of this Grant Agreement. The parties further agree that there is no explicit or implicit oral or written agreement or understanding that any Charities director, officer or other representative will receive compensation or material benefit in connection with the Grant Funds.
- E. Indemnification. Grantee hereby defends, indemnifies and holds harmless Charities and PetSmart LLC (including their respective affiliates, directors, officers, managers, members, employees, contractors,

representatives, agents, assigns and successors), for, from and against all costs, expenses (including reasonable attorneys' fees and expenses through all appeals), claims, judgments, proceedings, losses, liabilities, damages (including property damage or bodily injury or death) or intellectual property infringement incident to or arising out of Grantee's or any of its employees', contractors', agents', representatives', or volunteers': (a) breach or violation of this Grant Agreement; (b) willful misconduct or negligent act(s) or omission(s); (c) receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; (d) violation of applicable law; or (e) infringement of intellectual property. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnification obligations.

- F. Non-Disparagement. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart LLC, or their respective activities, owners, members, managers, officers, directors, or employees. This includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity.
- G. Equal Opportunity. Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, gender identity, marital status or any other legally protected status.
- H. Jurisdiction and Governing Law. With respect to any action or proceeding arising out of or related to this Grant Agreement or otherwise between the parties, the parties hereby agree that they waive jury trial.
- I. Legal Fees. If either party brings any action or proceeding against the other arising under or related to this Grant Agreement, the prevailing party will be entitled to receive its reasonable attorneys', experts', investigation, and other related fees, costs and expenses from the other party. Prevailing party, as used herein, means the party in whose favor a judgment is rendered. Fee awards under this provision are to be made without reference to A.R.S. § 12-341.01(a).
- J. Assignment; Third-Party Beneficiaries. This Grant Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Grantee will not assign, delegate or sublicense, in whole or in part, any of its rights or obligations under this Grant without the prior written consent of Charities, which may be granted, withheld or conditioned in its sole discretion. Nothing in this Grant Agreement is intended or will be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Grant Agreement, except for a party's permitted successors or assigns.
- K. Survival. The terms and provisions of Section 4(E) above (Indemnification), along with any other terms or provisions of this Grant Agreement that are by their terms intended to survive the expiry or termination of the Grant Agreement, will survive expiry or termination of this Grant Agreement.
- L. Construction. This Grant Agreement will not be construed for or against either party on the basis of which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel (or other professional advisor) to the party's satisfaction.
- M. Notices. Any notice given or required under this Grant Agreement will be in writing and delivered to the respective addresses of the parties set forth above or at such other address as either party specifies in writing. Notices will be deemed received: (a) five (5) days after being sent by certified or registered

mail, postage prepaid, return receipt requested; (b) on the next business day after when sent by overnight delivery with a major overnight courier; or (c) on receipt of confirmation following transmission via electronic mail or facsimile if received on a business day during business hours (otherwise, deemed received the next business day) and if followed by a hard copy sent by using one of the delivery methods in the preceding clauses (a) or (b) of this paragraph.

- N. Waiver; Severability. The failure of either party to insist upon the performance of any term or provision of this Grant Agreement or to exercise any right or remedy will not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such term or right or remedy on any future occasion. If any provision of this Grant Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. If one or more provisions of this Grant Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions will be limited or eliminated to the minimum extent necessary.
- O. Entire Agreement; Execution; Counterparts. This Grant Agreement constitutes the entire agreement and understanding between the parties, and supersedes any and all prior discussions, negotiations or other communications regarding the subject matter hereof. Any waiver or amendment of the terms of this Grant Agreement is binding only if in writing and signed by the authorized representatives of both parties, except as expressly provided herein. The parties each represent that the individuals signing below are duly authorized to execute this Grant Agreement on behalf of the party for which they are signing. This Grant Agreement will not be effective until all information requested by Charities is provided by Grantee and this Grant Agreement is fully executed. This Grant Agreement may be executed by facsimile or electronically (including exchange of scanned signature pages by e-mail), each of which will be deemed an original, and in several counterparts, all of which will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, all effective as of the last date written below.

“CHARITIES”

PetSmart Charities, Inc. DocuSigned by:

Signature: *Heidi Marston*
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Name: Heidi Marston

Title: Director, Pet Placement Initiatives

Date: 1/12/2024

“GRANTEE”

Williamson County

Signature: _____

Name: _____

Title: _____

Date: _____